UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF LOUISIANA

Segal Radhi v. National Flood Insurance Program, et al.

Radhi · No. 25-1845 · Decided June 3, 2026

SUMMARY

The United States District Court for the Eastern District of Louisiana granted FEMA’s motion for summary judgment in a flood-insurance coverage dispute. The court held that the plaintiff’s claim concerning an April 2024 flood loss was barred by the one-year limitations period triggered by FEMA’s partial denial, and that the claim concerning a September 2024 loss failed because the plaintiff did not submit a timely signed and sworn proof of loss. The court dismissed the claims with prejudice, including any purported extra-contractual state-law claims as preempted.

CASE DETAILS

COURT	United States District Court for the Eastern District of Louisiana
WRITING FOR THE COURT	Barry W. Ashe
JURISDICTION	United States District Court for the Eastern District of Louisiana
DECIDED	June 3, 2026
DOCKET	25-1845
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant moved for summary judgment in a federal flood-insurance coverage action. The court granted the motion and dismissed Radhi's claims with prejudice.
STANDARD OF REVIEW	Summary judgment is proper when the record shows no genuine dispute of material fact and the movant is entitled to judgment as a matter of law. The court may not weigh evidence or resolve credibility disputes and must view the evidence and draw reasonable inferences in favor of the nonmovant.
PRECEDENTIAL VALUE	Unpublished federal district court order; precedential status not identified in the source.
PARTIES	Segal Radhi v. Karen S. Evans, in her official capacity as the Senior Official Performing the Duties of the Administrator of FEMA, National Flood Insurance Program, et al.

TOPICS

insurance coverage · summary judgment · statute of limitations · conditions precedent · breach of contract

PRACTICE AREAS

flood insurance · federal civil procedure · summary judgment · federal preemption

QUESTIONS PRESENTED

1. Whether Radhi's breach-of-contract claim concerning the April 2024 flood loss was barred because she filed suit more than one year after FEMA mailed a partial denial.
2. Whether Radhi's breach-of-contract claim concerning the September 2024 flood loss was barred by her failure to submit a timely signed and sworn proof of loss as required by the Standard Flood Insurance Policy.
3. Whether any asserted extra-contractual state-law claims were preempted by federal law governing the Standard Flood Insurance Policy.

HOLDINGS

1. The August 20, 2024 partial-denial letter triggered the one-year limitations period under 42 U.S.C. § 4072 and the Standard Flood Insurance Policy. Because Radhi filed suit on September 8, 2025, more than one year later, her claim concerning the April 2024 loss was time-barred.
2. Radhi could not recover for the September 2024 loss because she failed to submit a timely signed and sworn proof of loss, an unalterable and unwaivable SFIP requirement.
3. To the extent Radhi alleged extra-contractual state-law claims, those claims were dismissed with prejudice as preempted by federal law.

KEY QUOTATIONS

> *"Under both § 4072 and the SFIP, the August 20, 2024 partial-denial letter triggered the one-year statute of limitations for Radhi to file suit against FEMA."*

> *"One such unalterable, invariable, and unwaivable requirement is that the insured timely submit a signed and sworn proof of loss as required by article VII(G)(4)-(5)."*

> *"Accordingly, FEMA's motion for summary judgment (R. Doc. 10) is GRANTED, and Radhi's claims are DISMISSED WITH PREJUDICE."*

FACTUAL BACKGROUND

Radhi owned a Metairie, Louisiana property insured directly by FEMA under a Standard Flood Insurance Policy issued through the National Flood Insurance Program. The property allegedly sustained flood damage on April 10, 2024, and again on September 11, 2024. FEMA sent a partial-denial letter concerning the April loss on August 20, 2024, but Radhi did not file suit until September 8, 2025. Radhi did not submit a timely signed and sworn proof of loss for the September event, despite FEMA's notice that the proof was due by November 10, 2024.

PROCEDURAL HISTORY

Radhi filed suit on September 8, 2025, alleging that FEMA breached a Standard Flood Insurance Policy by failing to pay adequately for losses from April and September 2024 flood events. FEMA moved for summary judgment, arguing that the April-loss claim was barred by the one-year limitations period and that the September-loss claim was barred by failure to submit a timely signed and sworn proof of loss. The court granted summary judgment and dismissed the claims with prejudice.

DISPOSITION

dismissed

CASES CITED

- Celotex Corp. v. Catrett, 477 U.S. 317, 322-25 (1986)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248-50 (1986)
- Matsushita Electric Industrial Co. v. Zenith Radio Corp., 475 U.S. 574, 586-87 (1986)
- EEOC v. Simbaki, Ltd., 767 F.3d 475, 481 (5th Cir. 2014)
- Little v. Liquid Air Corp., 37 F.3d 1069, 1075-76 (5th Cir. 1994)
- Hopper v. Frank, 16 F.3d 92, 97 (5th Cir. 1994)
- Delta & Pine Land Co. v. Nationwide Agribusiness Insurance Co., 530 F.3d 395, 398-99 (5th Cir. 2008)
- Tolan v. Cotton, 572 U.S. 650, 656-57 (2014)
- Daniels v. City of Arlington, 246 F.3d 500, 502 (5th Cir. 2001)
- Lujan v. National Wildlife Federation, 497 U.S. 871, 888 (1990)
- Lynch Properties, Inc. v. Potomac Insurance Co., 140 F.3d 622, 625 (5th Cir. 1998)
- Cohen v. Allstate Insurance Company, 924 F.3d 776, 780-82 (5th Cir. 2019)
- Cohen v. Allstate Insurance Co., 2018 WL 1144761, at *7 (S.D. Tex. Mar. 2, 2018), aff'd, 924 F.3d 776
- Gowland v. Aetna, 143 F.3d 951, 953-55 (5th Cir. 1998)
- Marseilles Homeowners Condominium Association Inc. v. Fidelity National Insurance Co., 542 F.3d 1053, 1055 (5th Cir. 2008)
- Ferraro v. Liberty Mutual Fire Insurance Co., 796 F.3d 529, 534 (5th Cir. 2015)
- McQuaig v. Imperial Fire & Casualty Insurance Co., 2026 WL 878453, at *4 (E.D. La. Mar. 31, 2026)
- Wright v. Allstate Insurance Co. (Wright I), 415 F.3d 384, 390 (5th Cir. 2005)
- Wright v. Allstate Insurance Co. (Wright II), 500 F.3d 390, 398 (5th Cir. 2007)

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